

1 MARYLAND DEPARTMENT OF HUMAN RESOURCES  
2 REQUEST FOR PROPOSALS (RFP)  
3 FOR ADMINISTRATION OF THE  
4 MARYLAND ENERGY ASSISTANCE PROGRAM (MEAP)  
5 AND THE  
6 ELECTRIC UNIVERSAL SERVICE PROGRAMS (EUSP)  
7  
8  
9 AGENCY CONTROL NUMBER: FIA/OHEP-09-002-S

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13 The above-entitled matter came on for a  
14 preproposal conference on Friday, March 13th, 2009,  
15 commencing at 10:04 a.m., at Maryland Department of  
16 Human Resources, 311 West Saratoga Street,  
17 Baltimore, Maryland 21201.

18

19 AGENCY REPRESENTATIVES:

20 Deborah P. Austin, Procurement Officer  
21 Donna Foster, MBE Administrator, DHR  
22 James Redditt, Procurement Supervisor  
23 Ralph Markus, Director, Office of  
24 Home Energy Program  
25 Larry C. Ingram, Program Manager,  
26 Hiring Agreement Programs

27

28 Reported by: Sharon A. Beaty, CSR

1           P R O C E E D I N G S

2           MS. AUSTIN: Good morning, ladies and  
3 gentlemen. My name is Deborah Austin. I am the  
4 procurement officer for this proposal. After -- we  
5 will be making introductions in a few minutes.  
6 Forgive me because I have a little cold here, but  
7 everything will be fine. I'd like to introduce to  
8 you Mr. Ralph Markus, who is the director of the  
9 Office of Home Energy Programs.

10          MR. MARKUS: Good morning.

11          MS. AUSTIN: Ralph, would you like to  
12 give a few words?

13          MR. MARKUS: Sure. Well, I'm not going  
14 to spend a lot of time on opening remarks, I'd just  
15 like to thank everybody for coming this morning and  
16 for your interest in the program. It's certainly a  
17 program that is on the radar screen with  
18 politicians as well as the people that we help, so  
19 thank you for your interest. And there's no extra  
20 charge for the heat today.

21          MS. AUSTIN: And we do have heat. Right

1 now -- can everybody hear me? We're going to make  
2 introductions. We're going to go around the room  
3 row by row. What I will need you to do is speak  
4 loudly and clearly. All minutes are being  
5 transcribed. The transcriber is here so you need  
6 to speak loudly, give your name and your company.

7 MS. FOSTER: Donna Foster, Minority  
8 Business Enterprises administrator for the  
9 Department of Human Resources.

10 MR. REDDITT: My name is James Redditt  
11 and I'm the procurement supervisor for the  
12 Department of Human Resources.

13 MS. AUSTIN: Deborah Austin, procurement  
14 officer for the Department of Human Resources.

15 MR. MARKUS: And Ralph Markus, director  
16 of the Office of Home Energy Programs.

17 AUDIENCE MEMBER: Gretchen Huntley, Anne  
18 Arundel County Community Partnership.

19 AUDIENCE MEMBER: Erica Matthews, Anne  
20 Arundel County Community Partnership.

21 AUDIENCE MEMBER: Deanie Smith,

1 Washington County Community Action Council.

2 AUDIENCE MEMBER: Phyllis Watson, state  
3 central office.

4 AUDIENCE MEMBER: Jackie Crabtree,  
5 Washington County Community Action Council.

6 AUDIENCE MEMBER: Monica Mlynaryk, MFR  
7 Consultants.

8 AUDIENCE MEMBER: Samantha Flowers, MFR  
9 Consultants.

10 AUDIENCE MEMBER: Bob Roadcap with SMART  
11 Business Consulting.

12 AUDIENCE MEMBER: Tim Young with AGi  
13 Mission Support Services.

14 AUDIENCE MEMBER: Delilah Balz with  
15 Southern Maryland Tri-County Community Action  
16 Committee.

17 AUDIENCE MEMBER: Almos Holland,  
18 Southern Maryland Tri-County Community Action.

19 AUDIENCE MEMBER: Michelle Finzel,  
20 Maryland Marketing Source.

21 AUDIENCE MEMBER: Larry Siegel, Maryland

1 Marketing Source.

2 AUDIENCE MEMBER: Bitu Dayhoff, Howard

3 County Community Action Council.

4 AUDIENCE MEMBER: Corina Hines, Human

5 Services Programs of Carroll County, Incorporated.

6 AUDIENCE MEMBER: Tona Baker, QCG

7 Services.

8 AUDIENCE MEMBER: Steve Mood, Human

9 Services Programs of Carroll County.

10 AUDIENCE MEMBER: Lisa Zimmerman,

11 Harford Community Action Agency.

12 AUDIENCE MEMBER: Judy Mason, Harford

13 Community Action Agency.

14 AUDIENCE MEMBER: Shelley Ellis, Harford

15 Community Action.

16 AUDIENCE MEMBER: Keith White, SHORE UP!

17 Incorporated.

18 AUDIENCE MEMBER: Tyrone Chase, SHORE

19 UP! Incorporated.

20 AUDIENCE MEMBER: Linda Green, Garrett

21 County Community Action.

1           AUDIENCE MEMBER: Susan Malone, Allegany  
2 County HRDC.

3           AUDIENCE MEMBER: Denise Jenkins,  
4 Neighborhood Service Center of Talbot County,  
5 Easton, Maryland.

6           AUDIENCE MEMBER: Cardeaner Robinson,  
7 Talbot County, Easton, Maryland.

8           AUDIENCE MEMBER: Tonet Cuffee,  
9 Neighborhood Service Center, Easton, Maryland.

10          AUDIENCE MEMBER: Phil Booth, Booth  
11 Management Consulting.

12          AUDIENCE MEMBER: Juanita McGill, DHR.

13          AUDIENCE MEMBER: Ezzi Zamrat, DHR.

14          AUDIENCE MEMBER: Crystal Byrd, DHR.

15          AUDIENCE MEMBER: Roland Knox, DHR.

16          AUDIENCE MEMBER: Fran Avallone, DHR.

17          MR. INGRAM: I'm Larry Ingram, Maryland  
18 Department of Human Resources, Hiring Agreements  
19 Program.

20          MS. AUSTIN: Okay. We're going to be  
21 going pretty much in order of the agenda. Number

1 one, we will be starting with the review of the  
2 request for proposals, Section I, the summary  
3 statement, the objective of request for proposals.  
4 The Department of Human Resources Family Investment  
5 Administration, FIA, Office of Home Energy Program,  
6 DHR/OHEP, intends to acquire contractual services  
7 for the local administration of the Maryland Energy  
8 Assistance Program, MEAP, and the Electric  
9 Universal Service Program, EUSP. It also includes  
10 the recording of applications for the Utility  
11 Service Protection Plan, USPP. Administration  
12 encompasses all activities related to enrolling  
13 persons meeting eligibility requirements into both  
14 programs, including activities into both programs  
15 including activities for outreach, intake,  
16 certification for benefits, payment processing,  
17 applicant notification of eligibility determination  
18 and appeal of benefit amount or benefit denial.  
19       Proposals are being requested for 14 of  
20 Maryland's 24 jurisdictions. The remaining 10  
21 jurisdictions are served by the Maryland Department

1 of Human Resources' Local Departments of Social  
2 Services. Does anyone need me to go through the 14  
3 jurisdictions that we will be requesting services  
4 for?

5 A single award shall be made per  
6 jurisdiction. Offerors may submit proposals for  
7 more than one jurisdiction. Each contract  
8 resulting from this solicitation will be awarded  
9 for a five-year period beginning on or about  
10 September 1st, 2009 and ending on or about August  
11 31st, 2014.

12 The sole point of contact in the state  
13 for purposes of this RFP is myself, Deborah Austin,  
14 procurement officer, and you will see the  
15 information listed here.

16 Okay. I'm on Section 1.4, questions and  
17 inquiries. Written questions from prospective  
18 offerors will be accepted by the procurement  
19 officer prior to the preproposal conference. An  
20 answer to the presubmitted questions will be  
21 provided at the conference. Some will be provided



1 today, most answers will be provided on the  
2 website, eMarylandMarketplace, and the DHR website  
3 for questions, for other questions.

4       As an additional note, Mr. Markus will  
5 be giving a demonstration of the OHEP data  
6 system -- I will need to know how many people will  
7 be interested in seeing that -- as the central data  
8 repository and processing mechanism for all  
9 household benefit applications. For purposes of  
10 proposal preparation OHEP will demonstrate the OHEP  
11 data system as part of this, as part of this  
12 conference. And as I said, I need to know how many  
13 people would be interested in seeing that  
14 demonstration. I will let you know in a minute.

15       Should a offeror identify alleged  
16 ambiguities in the specifications or contract  
17 provisions included in this RFP, or should there be  
18 any doubt as to the meaning or intent of any  
19 section or subsection herein, the offeror must  
20 request clarification from the procurement officer  
21 prior to the proposal due date.

1           Section 1.5, the closing date. An  
2 original, which will be identified, and five copies  
3 of each proposal, technical and financial, shall  
4 arrive to the procurement officer by 3:30 p.m.  
5 Eastern Daylight Time Friday, April the 3rd in  
6 order to be considered. Offerors mailing proposals  
7 should allow sufficient mail delivery time to  
8 ensure timely receipt by the procurement officer.  
9 Proposals or unsolicited amendments to proposals  
10 arriving after the closing time and date will not  
11 be considered. Proposals may not be submitted by  
12 e-mail or facsimile.

13           Section 1.6, duration of proposal. The  
14 content of this RFP and the proposal of the  
15 successful offeror or offerors will be included by  
16 reference in any resulting contract. All prices,  
17 terms and conditions in this proposal shall remain  
18 fixed and valid for 120 days after the closing date  
19 for receipt of proposals or the date best and final  
20 offer, if any, are submitted. This period may be  
21 extended by written mutual agreement between the

1 offeror and the requesting state organization.

2 Section 1.7, the state's contract

3 manager. The state's contract manager for this

4 contract is Hemant Patel and his address is

5 included. Mr. Patel is out of town at this time.

6 He's in London as a matter of fact. After contract

7 award this person will serve as the sole point of

8 contact for the contractor in regards to the

9 contracts resulting from this RFP.

10 Section 1.8 is your glossary of terms

11 that we are using in the RFP.

12 Are there any questions thus far?

13 MR. REDDITT: If you can, ladies and

14 gentlemen, I want to turn your attention to Section

15 II and just a couple of sections in there before we

16 talk about MBE subcontracting and the hiring

17 agreement. Under Section 2.4 of the RFP please

18 make a note of the information that's in bold. We

19 said by submitting a proposal in response to this

20 RFP an offeror shall be deemed to have accepted all

21 the terms, conditions and requirements set forth in

1 this RFP unless otherwise clearly noted and  
2 explained in this proposal as an attachment to the  
3 transmittal letter as required in Section 4.1. And  
4 please note that a proposal that takes exception to  
5 these terms may possibly be rejected, so keep that  
6 in mind if you need to attach that information to  
7 your transmittal letter.

8       If I could turn your attention now to  
9 Section 2.15, Corporate Registration. It is  
10 important that your corporation or your company, if  
11 it's going to do business in the state of Maryland,  
12 you're required by law to be registered with the  
13 state's Department of Assessments and Taxation and  
14 to ensure that all tax obligations have been met.  
15 And if you have any questions or any issues  
16 regarding that, you'll want to contact the Maryland  
17 Department of Assessments and Taxation at the phone  
18 number that is listed in that section of the RFP.

19       If I can backtrack one, one moment up to  
20 Section 2.14, the bid/proposal affidavit, which is  
21 a form that is to be included with your technical

1 proposal. On the bid/proposal affidavit there is a  
2 section requiring you to list your resident agent  
3 and the address of your company. That information  
4 should be the same as is noted and registered with  
5 the Department of Assessments and Taxation. And if  
6 there's a case where the information that's on your  
7 bid/proposal affidavit is different from what's on  
8 record with SDAT, then we may have to require  
9 clarification of that information, so you may want  
10 to get that resolved to make sure that issue was  
11 squared away before you put that information on  
12 your bid/proposal affidavit. And by the way, the  
13 same registered agent information is also going to  
14 be included on your contract affidavit if you have  
15 been selected to receive an award.

16       If I could turn your attention to  
17 Section 2.22, eMarylandMarketplace. Any offeror  
18 that submits a proposal for this RFP must, must,  
19 must be registered on eMarylandMarketplace in order  
20 to be considered for an award. If your company is  
21 not registered on eMarylandMarketplace you will not

1 be allowed to receive an award, you will be deemed  
2 not reasonably susceptible of being selected for an  
3 award, so please ensure that your company is  
4 registered on eMarylandMarketplace. And another  
5 reason for that is because if there are any  
6 addendums that will be issued against the RFP, they  
7 will be posted on eMarylandMarketplace as well as,  
8 if necessary, any extensions in the proposal due  
9 dates, so you'll want to be able to access that  
10 information on eMarylandMarketplace. So please  
11 ensure that your company is registered and that  
12 your registration is up to date. Some companies  
13 found out the hard way that eMarylandMarketplace  
14 does expire your company's registration, so please  
15 make sure your company registration is up to date  
16 on eMarylandMarketplace.

17 With that we're going to turn to Section  
18 B2 in the agenda, which is Minority Business  
19 Enterprise Participation Goal, Section 2.29 through  
20 2.32 of the RFP. And for that we're going to turn  
21 it over to Donna Foster, who's the MBE

1 administrator for the Department of Human

2 Resources.

3 MS. FOSTER: Thank you, James. Good

4 morning, everyone. Again, as James stated, I'll be

5 covering Section 2.29 to 2.32 of the RFP. First of

6 all, all minority businesses are encouraged to

7 respond to this RFP. Are there any state certified

8 MBEs in the room now? If you are, would you show

9 your hands? Hi, hi. Thank you. Thank you. As

10 time prevails at the end of the preproposal

11 conference, use this opportunity to network with

12 some of the offerors who will be here so that you

13 can possibly increase your participation in this

14 proposal.

15 Okay. 2.29, the Minority Business

16 Enterprise Reporting. The Department of Human

17 Resources is responsible for reporting procurement

18 activities with all Minority Business Enterprises

19 to the Governor's Office of Minority Affairs. Only

20 those vendors who have been certified as an MBE by

21 the Maryland Department of Transportation can be

1 counted in this report, but in order to fulfill the  
2 reporting responsibility it is requested that all  
3 offerors complete the Minority Business Enterprise  
4 Report, which is Attachment F, and return it as  
5 part of their proposal.

6       2.30, Minority Business Enterprise  
7 Participation. The offeror shall structure its  
8 procedure for the performance of the work required  
9 in this contract to attempt to achieve the minority  
10 business enterprise goal stated in this request for  
11 proposal.

12       2.31, Minority Business Enterprise  
13 Participation Goal. There has been a 1 percent MBE  
14 goal established for this procurement.

15       2.32, it starts out with definitions and  
16 what I want to highlight is 2.32 B in the  
17 contractor's responsibilities, it is important to  
18 note that the offerors agree to exercise all  
19 good-faith efforts to carry out the requirements  
20 set forth in this solicitation, and then it  
21 delineates some of the requirements that the



1 offeror shall do in order to achieve this.

2           2.32, Solicitation and Contract

3 Formation. The offeror must include with its offer  
4 a completed Certified MBE Utilization and Fair  
5 Solicitation Affidavit, which is Attachment G. In  
6 this, on this document you will be acknowledging  
7 whether you will meet the 1 percent MBE goal  
8 established for this procurement or if it's your  
9 intent to request a waiver of the goal in whole or  
10 in part, and this document must be completed, it  
11 must be submitted with your proposal. Pay close  
12 attention to the information that's in bold. The  
13 failure of an offeror to complete and submit  
14 Attachment G shall result in a determination that  
15 the proposal is not susceptible of being selected  
16 for award.

17           In addition, the second form that you  
18 must submit with your proposal is your MBE  
19 participation schedule. On this document you're  
20 going to note the state certified MBE  
21 subcontractors that will be working on the contract

1 with you in addition to the area of work that  
2 they're going to be responsible for and the dollar  
3 amount, okay? This form must be submitted with  
4 your proposal and the same information that is  
5 bolded applies to that document. In addition to  
6 that, after 10 working days of being notified that  
7 you are apparent awardee, there are additional  
8 documents that must be submitted upon request of  
9 the notification, and pay close attention again to  
10 the information that's in bold. Okay. The  
11 information in bold. If the apparent awardee fails  
12 to return each completed document within the  
13 required time, the procurement officer may  
14 determine that the apparent awardee is not  
15 responsible and therefore not eligible for contract  
16 award. If the contract has already been awarded  
17 the award is voidable. So please pay close  
18 attention to the information that's bolded in the  
19 documents that you need to submit with your  
20 proposal.

21           Section 2.32 D, amendment for unforeseen

1 circumstances. And this merely states that if  
2 there are any changes in your subcontractors, you  
3 need to notify the procurement officer if it occurs  
4 prior to the award and you need to notify the  
5 project manager if it occurs after award.

6       The next section, 2.32 E, is really  
7 self-explanatory, so pay close attention to that  
8 information listed there. The other section I want  
9 to highlight is 2.32 F, which is a waiver. If for  
10 any reason you determine that you need to request a  
11 waiver, there's information and documentation that  
12 must be submitted with your request for waiver, and  
13 that information is delineated in Section 2.32 F.

14       The final section is very important. It  
15 requires -- it relates to late payment of  
16 subcontractors. It's a lengthy section, it's very  
17 important, but to summarize it, it simply says if  
18 the contractor does the work satisfactorily, then  
19 they need to be paid and they need to be paid on  
20 time, and we, DHR is very emphatic about that.  
21 Okay? So you need to pay close attention to it.

1 Again, it is a lengthy section but it is important.  
 2 Any questions? Thank you for your attention.  
 3 MS. AUSTIN: Okay. I will put your  
 4 attention at Section 2.39, which is the hiring  
 5 agreement. By submitting a proposal in response to  
 6 this solicitation the offeror agrees to execute and  
 7 comply with the enclosed Maryland Department of  
 8 Human Resources Hiring Agreement. The hiring  
 9 agreement is to be executed by the offeror and  
 10 delivered to the procurement officer within 10  
 11 business days following receipt of notice by the  
 12 offeror that it is being recommended for contract  
 13 award. The hiring agreement will become effective  
 14 concurrently with the award of the contract, and to  
 15 speak on hiring agreements we have Mr. Larry Ingram  
 16 here with us today.  
 17 MR. INGRAM: Thank you, Ms. Austin.  
 18 Good morning again, I'm Larry Ingram, program  
 19 manager of hiring agreements with the state of  
 20 Maryland Department of Human Resources. May I just  
 21 start by asking how many are familiar with hiring

1 agreements by show of hands? All right. I have  
2 some folders here, I'd like for them to be passed  
3 around as far as they can go. There are plenty of  
4 people, I'm at 30 already. I have some more  
5 coming. Extras? Do you have everyone there?  
6 Thank you for your patience.

7       If you would open your folder to the  
8 solicitation clause on the left side of your folder  
9 and if you would just look along with me. Ms.  
10 Austin has read part of this already. By  
11 submitting a bid or proposal in response to this  
12 solicitation, the bidder or offeror agrees to  
13 execute and comply with the enclosed Maryland  
14 Department of Human Resources Hiring Agreement,  
15 Attachment 1. That hiring agreement is immediately  
16 behind the solicitation clause on the left-hand  
17 side of your folder. The hiring agreement is to be  
18 executed by the bidder or offeror and delivered to  
19 the procurement officer within ten days following  
20 receipt of notice by the bidder or offeror that it  
21 is being recommended for contract award. The

1 hiring agreement will become effective concurrently  
2 with the award of the contract.

3       The hiring agreement provides that the  
4 contractor and the Maryland Department of Human  
5 Resources will work cooperatively to promote hiring  
6 by the contractor of qualified entry-level Maryland  
7 Temporary Cash Assistance recipients to fill  
8 entry-level openings resulting from this  
9 procurement in accordance with Section 13-224 of  
10 the State Finance and Procurement Article. And  
11 ladies and gentlemen, what that simply means is  
12 that should you be the awardee of this RFP, you  
13 will be required to contact the Maryland Department  
14 of Human Resources for all of your hiring needs  
15 regarding this contract. And that requirement  
16 carries through the life of the contract. Comment,  
17 question? Yes, ma'am.

18       AUDIENCE MEMBER: Is that true of  
19 subcontractors as well?

20       MR. INGRAM: The agreement is with the  
21 contractor, not with the subcontractor.

1           MR. REDDITT: Excuse me, Larry, if I can  
2 interrupt, any prospective offeror that is going to  
3 be asking questions, I want to ask if you will  
4 state your name and the company you represent  
5 before you ask your question so we can have it for  
6 the transcription record. Thank you.

7           MR. INGRAM: Thank you, James. Let me  
8 go further. In your folder the second item on the  
9 left-hand side is the hiring agreement. If you  
10 will pull that out. I'd like to bring to your  
11 attention line item 5, and that would be on page  
12 number 4. And it says agree to consider filling  
13 minimum blank of the job openings with local  
14 department referred candidates provided that the  
15 local department prefers qualified candidates  
16 within three working days. This line item must be  
17 filled in on your contract. In other words, you're  
18 to try to anticipate how many job openings you will  
19 have as a result of this contract. Some folks put  
20 one, some put more than one, but again, this  
21 procurement article requires that you forward all

1 job openings to this department for the life of the  
2 contract. What will happen is that you, the  
3 awardee, you will receive the contract for signing,  
4 the contract will be forwarded to our office. We  
5 will sign it, send you a copy back. We will also  
6 send you an intro packet explaining how the program  
7 works.

8       On the right side of the folder, the  
9 first item, the Family Investment Administration  
10 Hiring Agreements Program. This is a sample of our  
11 intro letter that you will receive with, with your  
12 company's name on it. It explains to you again  
13 what we've said here again and again, that you're  
14 required to make the Maryland Department of Human  
15 Resources your first source for hiring.

16       The second item on the right-hand side  
17 is the recruitment information and instructions for  
18 hiring agreement contractors. We presented you  
19 with an overview of how the process will work in  
20 this two-page document. And to sum it up, this is  
21 what will happen: Let's say you have the contract,



1 it requires that you hire more staff. Well, you'll  
2 be provided, the third item on the right-hand side,  
3 with a, with a DHR hiring agreement job order form.  
4 You will put the particulars of the job on this  
5 sheet and forward it to us and at that time we will  
6 review for all qualified candidates for the  
7 position. And this should be done for each  
8 position that you have. When -- let's say we don't  
9 have anyone qualified for the position. You will  
10 receive a waiver, a signed waiver saying for this  
11 position at this time you are clear to hire  
12 whomever you wish. But if we have suitable  
13 candidates we will make arrangements with you to  
14 have them interviewed, and that process is to be  
15 handled as you would handle any other interview.  
16 If you find them acceptable, then you would go on  
17 and hire them of course. If you find that they are  
18 not acceptable for whatever reason, we have a data  
19 flow sheet for you to indicate why this particular  
20 candidate was not hired.

21 As an incentive, if you look at the very

1 last sheet on the right-hand side, you should have  
2 something speaking about tax credits. The top of  
3 it would say DLLR's Division of Workforce  
4 Development Welfare-To-Work Tax Credit. Did you  
5 know that your company could receive, I think it's  
6 gone up now, it was \$8500 of tax credit per  
7 employee over a two-year period? As a person who's  
8 also in business, that's good news to me. So in  
9 essence, it is the law that you make our candidates  
10 your first source for filling those needs, but  
11 beyond that, if I have someone who's going to  
12 recruit for me, they're going to screen for me,  
13 hey, that's going to save me a lot of money. Not  
14 only that, I'm going to get a user friendly tax  
15 credit. I'm happy about that.

16       And in addition to that, any candidate  
17 that you hire from the Maryland Department of Human  
18 Resources has -- how can I put this? Well, let's  
19 put it like this: A job candidate or new employee  
20 will better stick with you if a lot of their  
21 personal needs or ongoing life situations are

1 handled. What we do is we do retention services.  
2 We provide day care, we provide continued medical  
3 assistance, we provide some continued benefits that  
4 the Temporary Cash Assistance recipient was  
5 receiving prior to getting a job. Now, if you have  
6 an employee that's not going to want to live  
7 because they don't have a day care provider, or  
8 because they don't have health care or perhaps your  
9 company as of yet does not provide health care,  
10 this is going to go a long way toward retaining  
11 that employee and keep them consistently on the  
12 job. And so again, it's the law that these  
13 candidates must be your first source for looking  
14 for new employees, but again, after that it's a  
15 good deal. It's going to help your company.  
16 Comment?

17 MS. HUNTLEY: I have a question.  
18 Gretchen Huntley, Anne Arundel Community Action.  
19 On the solicitation side it does say entry level,  
20 but this is specific -- I mean I'm sure you can  
21 recruit for any level, but specifically entry

1 level.

2 MR. INGRAM: Well, that's a good  
3 question and, you know, when I saw that I read it,  
4 and I'm not providing you -- look at the contract,  
5 and I realize that what we had before is here. If  
6 you look on page, page 3 under A, and it reads that  
7 the contractor will notify the Department of Human  
8 Resources of all job openings that exist or result  
9 from the procurement contract that the contractor  
10 may have with an agency -- it should be of the  
11 Maryland Department of Human Resources. Your  
12 point, your point is well made, but it has been  
13 changed. Initially it started off as entry level.  
14 Now it is for all jobs. And let me say this: Yes,  
15 there is a large pool of candidates who are at the  
16 entry level position. However, in the economy and  
17 as always, there are folks who slip through the  
18 cracks, who are professionals who just come to us  
19 as a safety net facility, who are going to move on.  
20 We do have viable candidates that could help your  
21 company, but again, you're under no obligation to

1 hire anyone who does not fit for whatever problem,  
2 you only need to state what that reason may be.

3       There was something else I wanted to say  
4 and it seems to have escaped me. Much success to  
5 each of you on your bid for the contract and we  
6 look forward to working with you. Oh, this is what  
7 I wanted to say. As this is a Maryland procurement  
8 article of law, we look forward to working with  
9 you. We have had experiences where we see others  
10 hiring or advertising for job openings and they  
11 have not sent the solicitation to us. This is I  
12 guess a procurement article and so, as has been  
13 said, we, we are looking forward to working with  
14 you and working through this article. Again, it's  
15 a user friendly system and thank you for your time.  
16 Yes, James.

17       MR. REDDITT: You have a question.

18       AUDIENCE MEMBER: I did have one  
19 question. This is for new hires, that if you were  
20 awarded the contract it would be for your new  
21 hires. If you were already existing and providing

1 this work and you -- this is only for the new

2 hires, correct?

3 MR. INGRAM: New hires has a special

4 definition with our department. I'm trying to see

5 are you in that definition or are you saying

6 something else?

7 AUDIENCE MEMBER: Well, somebody that --

8 MR. INGRAM: Somebody coming on new.

9 AUDIENCE MEMBER: Additional. This is

10 for additional staff that you need to provide for

11 the program.

12 MR. INGRAM: Yes, for additional staff.

13 This does not include any --

14 AUDIENCE MEMBER: Existing?

15 MR. INGRAM: Any existing staff, that's

16 correct.

17 MR. MOOD: Steve Mood, Human Services

18 Programs. We have a very direct relationship with

19 our Department of Social Services there. As a

20 matter of fact, we've run their workforce program

21 for them. I'm just curious, do we still need to go

1 through that process or could we inform you when  
2 we're hiring a TCA recipient?

3 MR. INGRAM: That's an excellent  
4 question and here's why. I'm not going to be too  
5 long winded. We had a, we had an administration  
6 undertook to inquire, I think it was the Maryland  
7 Department of General Service to inquire about a  
8 contractor, about how many hirings the company had  
9 made. The company had a number of contracts. We  
10 checked our records and saw none, but indeed the  
11 company had hired folks but they had circumvented  
12 our office and hired directly. We have a lot of  
13 problems with that. At the end of each fiscal year  
14 we have to make a report to the legislature on the  
15 number of companies who have hiring agreement  
16 contracts and how effective those contracts are.  
17 While we are glad that the person was hired, but if  
18 we don't have a record of it, in essence unless  
19 somebody found out about it it never happened, but  
20 by all means you may be in the same building with  
21 them, but we need to, you know, keep the process

1 going and not circumvent it. That is, that's a big  
2 problem.

3 MR. MOOD: It wasn't an effort to  
4 circumvent it, it was an effort to expedite it.

5 MR. INGRAM: Yes, understood.  
6 Understood. We're happy for the, for the job,  
7 but --

8 MR. MOOD: I would keep him informed of  
9 what he needs to know.

10 MR. INGRAM: We are happy, we're glad  
11 you're there, but again, it needs to come this way  
12 so we can keep the score and it's better for your  
13 company that the keepers of the program know what  
14 you're doing and see what you're doing so that we  
15 can counter if something, if someone comes and asks  
16 again, well, how many folks did this company hire.  
17 When we give an official report, you may have hired  
18 them but if we don't know about it we wouldn't be  
19 able to give you credit for it.

20 Yes.

21 MS. MASON: Hi, Larry. I'm Judy Mason



1 with Harford Community Action, and my question is I  
2 see that the contract speaks to local department  
3 referrals within three days.

4 MR. INGRAM: Yes.

5 MS. MASON: I guess I'm interested in  
6 finding out what the process would be then if  
7 either there are no local government, local  
8 department referrals or if the local department  
9 referrals are interviewed and deemed inappropriate.  
10 At what point then are we able to go outside the  
11 system to advertise publicly?

12 MR. INGRAM: Our department is allowed  
13 three business days to either provide you with the  
14 names of the candidates for your openings, your  
15 opening. If there aren't any after three days, we  
16 will fax you a signed waiver saying we don't have  
17 anyone, hire whomever you wish. And if you should  
18 interview some and none are suitable, after the  
19 process is over, you've documented why, you're free  
20 to hire whomever you wish. There was something  
21 else. Oh. Some, in some instances you may not

1 hire, I don't think this would be one of them, this  
2 is a pretty straightforward contract as far as I  
3 can see it, but there have been instances where no  
4 one is hired. This is a multi-year contract I  
5 believe, but one year you may not hire anybody. If  
6 you don't hire someone and there aren't any  
7 indicators showing you didn't hire anybody for the  
8 positions, that doesn't necessarily mean you didn't  
9 act in good faith, it doesn't mean that at all.

10 MS. MASON: Thank you.

11 MS. AUSTIN: Could you stand please and  
12 give your name?

13 MS. MCGILL: Juanita McGill with DHR.  
14 My question is what happens if you do hire someone  
15 and they don't work out? What is the protocol or  
16 how do you proceed with either getting a new person  
17 or going outside of the system if the person  
18 doesn't work out?

19 MR. INGRAM: Well, that's a good  
20 question also. Each one of those situations would  
21 be, would be handled appropriately with the facts

1 and the circumstances of the person not working  
2 out. For example, if you hire someone, they don't  
3 work out, well, I would look at, number one, the  
4 position, which we reviewed already to see how many  
5 candidates were sent. I would have your data flow  
6 sheet showing why you didn't hire them to see if  
7 it's reasonable to bring you back through that  
8 process again or to allow you to waiver to hire  
9 whomever you wish.

10 Ms. McGILL: Okay. Then my next  
11 question would be are we always to make you the  
12 first point of contact before we dismiss any person  
13 from the position or what are the steps that you  
14 are supposed to take when someone doesn't work out?  
15 You know, sometimes you may not need to take some  
16 immediate action. What are we supposed to do? Are  
17 we supposed to call you first or can we act as  
18 business owners or managers on behalf of the  
19 company without making contact with you?

20 MR. INGRAM: That's a good question. It  
21 is our intent to have a good rapport with every

1 state contractor to have ongoing correspondences  
2 and so forth, and, and if that happens we are  
3 hoping that because we have a rapport, an ongoing  
4 relationship with you, that there won't be a void  
5 or an absence, that through good communications  
6 that which you have stated would be worked out in  
7 an, in a manner that lines up with the job  
8 retention piece that I spoke of earlier. We want  
9 this -- we want you to be happy and we want this  
10 person to have a job. That's why we're giving day  
11 care, added benefits, even transportation, and  
12 even, if you look at the contract, it says even  
13 counseling. And so it's up to you as the employer  
14 if you say -- if you think that this person is  
15 salvageable, we'll work with you. If you decide  
16 nope, don't want them, we'll honor your request.

17 Ms. McGILL: My question still is are we  
18 to make you our first point of contact or are we  
19 able to act responsibly and effectively in the best  
20 interest of the company if someone needs to be  
21 removed from a position immediately?

1           MR. INGRAM: We, we hope that you would,  
2 but what would happen also is that TCA recipient  
3 usually will contact their worker or one of the  
4 local department offices and say hey, I'm looking  
5 for work, I want to get back on the system, and at  
6 that point it should be, it should be noted or  
7 identified that this person has just been referred  
8 to a job but, but they are not working. But I  
9 understand what you're saying. We like it if the  
10 company would also work in good faith. I mean  
11 if -- and because of the tax credits for one thing.  
12 It's in the company's best interest. It costs  
13 money to hire and fire folks, it costs money to  
14 train them, it costs money to interview them and go  
15 through that process. And so I think that there  
16 are enough factors in place that would balance out  
17 any unnecessary firings or anything like that. We,  
18 we've never had that situation before when we've  
19 identified that the company just says well, I don't  
20 want them or what have you. If it happens it would  
21 be an isolated thing, but I hope that I have

1 answered your question to some degree.

2 MR. REDDITT: Excuse me, Larry. We want  
3 to let everybody know that we're going to reserve  
4 the question and answer, the questions to be coming  
5 directly from the offerors. If there are any  
6 internal DHR staff that have questions they can be  
7 addressed after the preproposal conference. We  
8 want to reserve this space for questions from  
9 prospective offerors with respect to the contract,  
10 so if any staff have questions regarding anything,  
11 we can address those after the preproposal  
12 conference. Are there any other offerers that have  
13 any questions for Mr. Ingram regarding the hiring  
14 agreements?

15 MS. HUNTLEY: Gretchen Huntley, Anne  
16 Arundel Community Action. We run a number of  
17 programs and it's been our practice to promote or  
18 transfer employees from within the agency. How  
19 would this affect that? We would still need to go  
20 outside even if we had someone in-house who might  
21 be able to do the job?

1           MR. INGRAM: Once you sign the contract,  
2 the movement that you're speaking of would nullify  
3 or neutlify the contract. In other words, if you,  
4 if you are the awardee and you have an opening, no,  
5 you can't move somebody else in because you have  
6 them on your payroll and they can do the job. That  
7 is not permitted.

8           MS. AUSTIN: Any other questions  
9 regarding the hiring agreements? Okay. Thank you,  
10 Mr. Ingram.

11          I'd like to direct your attention to  
12 2.37, which is the living wage requirements.

13          MR. REDDITT: Okay. Section 2.37. Let  
14 me just let you know we kind of went out of order a  
15 little bit because Mr. Ingram, in addition to being  
16 the hiring agreement administrator, he's also in  
17 charge of our volunteer income tax assistance  
18 program and I believe that's where he's off to now,  
19 ready to help these other people doing their taxes,  
20 so we appreciate the time he took to be able to  
21 come and to answer any questions you had regarding

1 the hiring agreement.

2       On to Section 2.37, Living Wage  
3 Requirements. How many of you are familiar with  
4 the state of Maryland living wage program or the  
5 living wage law? Okay. As of October 1st, 2007,  
6 the Maryland General Assembly approved legislation  
7 and Governor O'Malley signed it into law requiring  
8 that any offerors or any contractors who have  
9 contracts with the state of Maryland are required  
10 to pay any employees that are providing services  
11 under that contract a certain minimum wage, which  
12 is called the living wage. The law requires the  
13 payment of the living wage of either 11.72 per hour  
14 or 8.81 per hour depending on the jurisdiction  
15 where the services are being provided.

16       Now, because this contract is going to  
17 be dealing with jurisdiction in both Tier 1 and  
18 Tier 2, and I'll get to those in a minute, then the  
19 living wage of either 11.72 or 8.81 will apply  
20 depending upon what region the services are being  
21 provided in. As far as the tier separation, Tier 1



1 regarding the living wage is regarding services  
2 being performed in Baltimore City, Baltimore  
3 County, Howard County, Montgomery County, Prince  
4 George's County, the main Baltimore-Washington  
5 metropolitan area jurisdiction. The Tier 2 regions  
6 are for all other counties throughout the state.  
7 So depending upon where the services are being  
8 provided, that would determine what your living  
9 wage would be for that jurisdiction, and I believe  
10 on the pricing proposal you would note, you would  
11 note on the pricing proposal what jurisdiction  
12 regarding living wage your company will be  
13 providing services in. That way we'll know what  
14 wage should be applied to the services in that  
15 region.

16 Let me make special emphasis upon  
17 Attachment Q, which is the Affidavit of Agreement  
18 for living wages. This affidavit must be submitted  
19 with your technical proposal when you submit it.  
20 If the living wage affidavit of agreement is not  
21 submitted with your proposal, you will be

1 determined as being not responsible and your  
2 proposal runs a very good risk of being dropped  
3 from any further consideration, so I admonish all  
4 of you to please make sure the living wage  
5 affidavit of agreement is included in your  
6 technical proposal.

7       As far as the administration of the  
8 living wage program, that is done by the Department  
9 of Labor, Licensing and Regulation and there is  
10 some information that we can provide to you if you  
11 have any questions regarding that. You can also  
12 get questions answered regarding the living wage  
13 program from the DLLR website and their web address  
14 is DLLR dot state dot MD dot US. And if you click  
15 on the living wage tab there's a section for  
16 frequently asked questions and you can get any  
17 questions you may have regarding living wage  
18 answered there.

19       Are there any questions regarding the  
20 living wage program that I may be able to answer  
21 for you? Thank you very much.

1 MS. AUSTIN: Okay. Are there any  
2 questions regarding MBE hiring agreement or living  
3 wage, which is in Section II? Okay. No questions,  
4 we'll go on to Section III. Mr. Markus.  
5 Specifications, Section III.

6 MR. MARKUS: Thank you, Debbie. Just --  
7 I'll try to be as brief as possible. The first  
8 section, 3.1, is the background, and essentially  
9 our office through local entities delivers the  
10 service for the Maryland Energy Assistance Program,  
11 which is funded through the federal government  
12 through the Low Income Home Energy Assistance  
13 Program block grant, and our funding for that  
14 varies from year to year. The -- and just as a  
15 point of note, we often don't know what our funding  
16 is until the beginning of the federal fiscal year,  
17 which is October 1st.

18 The Electric Universal Service Program  
19 is a state program specific to Maryland, it was  
20 created as a result of electric deregulation and  
21 the funding for that is from electric rate payers

1 and there has also been some additional funding  
2 through some other sources such as state general  
3 funds and a new fund source called the Regional  
4 Greenhouse Gas Initiative. Our office is  
5 designated to receive a certain percentage of the  
6 revenue from that initiative.

7         Both MEAP and EUSP are benefit programs  
8 in which benefits are, monetary benefits are issued  
9 on behalf of customers primarily to their fuel  
10 supplier or utility. The other program that we're  
11 involved with is the Utility Service Protection  
12 Plan. That actually is a program of the Public  
13 Service Commission, regulations that require  
14 utilities to participate, and that is essentially  
15 just a checkoff on our application. It provides  
16 certain protections for applicants throughout the  
17 winter season. But there's no money benefits  
18 associated with it.

19         Section 3.2 is the scope of the project,  
20 and this is essentially the services and the tasks  
21 that need to be done by the contractor. The first

1 item is outreach. All agencies are required to  
2 develop and submit to us an outreach plan to  
3 promote the program and encourage people to apply  
4 for assistance, all those people that may be  
5 eligible. Our office, the state office develops  
6 the primary brochure each year, prints them and  
7 distributes them to the local entity. We also  
8 print the application each year. So any supply of  
9 brochures or applications will come through our  
10 office. Now, if you wanted to develop any  
11 additional material, that would be up to you.

12       Application intake. This is the primary  
13 task of the agencies, and that's the matter of  
14 taking the applications and processing them for a  
15 payment. Applications are taken either in person  
16 in the office or through the mail. Generally what  
17 we have done, and the local agency is responsible  
18 for this, is to do a mail-out of applications at  
19 the very beginning of the program year to those  
20 recipients from the prior year, and that  
21 information can be retrieved from our database.

1 There's also the application form itself can be  
2 downloaded from our website, which is part of the  
3 DHR website. There's also an online application  
4 called Marylandsail, the website is Marylandsail  
5 dot org, in which an applicant can fill out the  
6 application, not just for our program but for a  
7 number of other DHR programs, and submit it  
8 electronically.

9       The eligibility guidelines are listed  
10 here, I think they're fairly self-explanatory. The  
11 basic guideline is that we are currently using 175  
12 percent of the federal poverty level as the income  
13 guideline, and for the Electric Universal Service  
14 Program specifically they must be an electric  
15 customer, meaning they must have a bill in their  
16 name.

17       All of the applications received, no  
18 matter what method that they're received by, must  
19 be entered into the data system. That's our  
20 primary tracking system.

21       Item number 4 talks about incomplete

1 applications, if an application is received and  
2 it's incomplete there needs to be follow-up to make  
3 sure that all the information is received that's  
4 necessary to process the application. If it's not  
5 received within a certain time period, 15 days,  
6 then that application should be denied. And the  
7 applicant that's been denied does have the right  
8 to, certainly to appeal, but they can also reapply  
9 for the program within 30 days, after 30 days.

10       Generally the processing of applications  
11 should be taking about 45 days.

12       Shelter applications, shelter  
13 applications are not part of the data system,  
14 that's a completely manual system. We provide the  
15 forms for that and instructions and, and actually  
16 it, our office can send the application out to the  
17 individual shelters or the local agency can send  
18 them out as well. We'll provide that. Now, the  
19 shelter program has been on a year-to-year basis  
20 and in the current year we are not doing the  
21 shelters aspect of the program, so we, we kind of

1 look at our funding and our projections as to what  
2 we're doing each year, and so it's dependent on  
3 whether we have funding for that.

4       Payment processing. As I said, for MEAP  
5 and EUSP it involves a monetary benefit that  
6 generally go to the utility company or fuel  
7 vendor, deliverable fuel vendor. The utility  
8 payments are made through our office, the state  
9 OHEP office, but each agency is required to, after  
10 taking the application, go through a process of  
11 review that certifies the application for a benefit  
12 and then creates a statement, which we call an  
13 energy delivery statement, that provides a listing  
14 of all those customers for specific companies, fuel  
15 companies, to receive a benefit, and then that  
16 payment is made to that company. The local agency  
17 is responsible for making the payment to the  
18 companies that deliver fuels such as oil, propane,  
19 kerosene, coal, wood and so on. All natural gas  
20 and electric utility payments, again, are made  
21 through the state office, but it is required by the



1 local agency to generate the energy delivery  
2 statement, and our utility payments are made on a  
3 weekly basis.

4 Crisis services. The MEAP program as  
5 part of the federal program requires that we  
6 provide crisis assistance. In Maryland we're a  
7 little bit different than most other states. We do  
8 not give a separate benefit for crisis, but what we  
9 do is we do follow the federal guidelines for  
10 delivering crisis service, meaning, depending on  
11 the particular situation, either within 48 hours or  
12 24 hours or 18 hours to receive fuel, and we really  
13 refer to it as expedited service.

14 And then really the final part of the  
15 application process is the notification of  
16 eligibility. Letters, once a benefit has been paid  
17 a letter of eligibility determination and notice is  
18 sent to the customer that tells them the benefit  
19 has been paid and what the benefit amount is. And  
20 that, that's generated from our data system. And  
21 the local agency is responsible for doing that.

1           Item F is minimization of fraud. If  
2 there's any suspicion of fraud the report of that  
3 situation goes to our Office of Inspector General  
4 and they handle fraud investigations.

5           G is linkages. One of the important  
6 things that is required as part of the LIHEA block  
7 grant is developing linkages and partnerships with  
8 other similar organizations in the jurisdiction,  
9 similar organizations meaning organizations that  
10 serve the same population that we serve and  
11 provide, and may provide similar benefits, and that  
12 can be something like fuel funds, for example. One  
13 of the things that we find is that the benefits  
14 that we can offer sometimes are not enough to help  
15 people, so it's important to develop relationships  
16 with the other entities that can provide additional  
17 assistance.

18           H is fiscal reporting. I think that's  
19 self-explanatory, it's just some reports that need  
20 to be completed.

21           Same with program reporting. There's

1 just two items there. One is the, it's an annual  
2 fuel consumption survey where we provide a survey  
3 form to the local entity and then they will contact  
4 the specific vendor, fuel vendor, to get  
5 information that we then use to develop our benefit  
6 amounts, and then the monthly outreach log is just  
7 a compilation of what outreach efforts were done on  
8 a monthly basis.

9 J, Ad Hoc Reports. From time to time we  
10 may request some additional information from, from  
11 you, and we'd just ask you to complete that. We  
12 try to keep that to a minimum.

13 Monitoring. The state office conducts  
14 an annual monitoring, it's a program monitoring,  
15 it's not a fiscal monitoring, and it, as I said,  
16 it's an annual once-a-year visit to each local  
17 contractor.

18 I think the rest is fairly  
19 self-explanatory. The objectives of the program  
20 requirements, basically the types of things that I  
21 just went over and just, you know, maintaining of

1 records, attending any staff training or  
2 conferences that we may have. Generally training  
3 we've done either as, as a large group or we will  
4 do training on an individual basis, individual  
5 agency basis. We do have a conference each year.  
6 In recent years that conference has been a two-day  
7 conference held in Ocean City, Maryland. And we,  
8 we have, the state office has paid for two people  
9 to attend that conference from each agency.

10       And of course there must be a facility  
11 to which people can come to to apply. That's item  
12 number 9 that makes reference to that.

13       Deliverables I think are also fairly  
14 self explanatory, it's just various reports and  
15 plans that are due to the state office.

16       Section 3.6, Contractor's Project  
17 Manager, we do need to make sure that there is a  
18 contact person from, that's available in each area,  
19 and of course as part of the procurement process  
20 there's a post award orientation conference once  
21 the award is approved. And that leads us to the

1 requirements. Do you want to -- we'll open it up  
2 for any questions on specifications.

3 MR. SIEGEL: Yes. Larry Siegel,  
4 Maryland Marketing Source. Going back to the  
5 survey on home heating consumption, do you -- I  
6 have several questions there. First, do you  
7 provide the list of suppliers that need to be  
8 contacted?

9 MR. MARKUS: Yes, we do.

10 MR. SIEGEL: And that is determined --

11 MR. MARKUS: Right. It's predetermined  
12 in our office.

13 MR. SIEGEL: And in reading this several  
14 pages it says to select 10 customers of each  
15 supplier based on being typical customers by  
16 housing type and size.

17 MR. MARKUS: Right.

18 MR. SIEGEL: Is that predetermined also  
19 or is that up to the data collector to do that  
20 research to determine that 60 percent of them are  
21 ranch houses of between a thousand and 1200 square

1 feet?

2 MR. MARKUS: I -- my memory slips me.

3 I'm going to have to get back to you on that.

4 MR. SIEGEL: Okay. Great.

5 MR. MARKUS: Because I actually don't

6 recall.

7 MR. SIEGEL: I was just interested

8 what's predetermined.

9 MR. MARKUS: Yeah. Right.

10 MR. SIEGEL: And more of the scope of

11 what's required in terms of the data collector

12 going out to the specified fuel supplier.

13 MR. MARKUS: Right.

14 MR. SIEGEL: And is it collected once a

15 year for the winter months or do they go out

16 monthly to collect the data?

17 MR. MARKUS: No, it's just collected

18 once a year in the spring.

19 MR. SIEGEL: Again, in the winter

20 heating season.

21 MR. MARKUS: Right. And it will cover

1 the winter period.

2 MR. SIEGEL: Okay. Thank you.

3 MR. MARKUS: Yes. Thanks. Any -- yes.

4 MS. DAYHOFF: Bita Dayhoff. You talked  
5 about fraud. My question is if we suspect an  
6 applicant has allegedly committed fraud, do they,  
7 and deny them based on that fact, do they have the  
8 right to come back within 30 days and reapply  
9 subsequent to our reporting the allegation?

10 MR. MARKUS: That's something I'll also  
11 have to double-check on. I mean off the top of my  
12 head I -- it may depend on the specific  
13 circumstances of the fraud, of the fraud allegation  
14 and what the findings are.

15 MS. DAYHOFF: Thank you.

16 MR. MARKUS: Any other questions?

17 MS. AUSTIN: No questions. Okay.

18 MR. MARKUS: Thank you.

19 MS. AUSTIN: Okay. Then we'll go on to  
20 Section IV, Requirements for Proposal Preparation.  
21 Okay. 4.1, Transmittal Letter, a transmittal

1 letter prepared on the offeror's business  
2 stationery should accompany the proposal. The  
3 purpose of this letter is to transmit the proposal;  
4 therefore, it should be brief. The letter shall  
5 contain the title of the solicitation, the  
6 offeror's name, federal tax identification or  
7 Social Security number, eMarylandMarketplace  
8 identification number and address, and shall be  
9 signed by an individual who is authorized to bind  
10 the firm to all statements, including services and  
11 prices contained in the proposal. The letter  
12 should also acknowledge any addenda to the RFP that  
13 were received. An offeror will be deemed to have  
14 accepted all the terms, conditions and requirements  
15 set forth in this RFP unless otherwise clearly  
16 noted as an attachment to the transmittal letter.  
17 A proposal that takes exception to these terms may  
18 be rejected. Okay.

19       4.2. The selection procedure for this  
20 procurement requires that the technical evaluation  
21 and ranking of the proposals be completed before



1 the financial proposals are distributed to the  
2 evaluation committee. Consequently, each proposal  
3 shall be submitted simultaneously as separate, two  
4 separate enclosures as indicated in Section 4.3,  
5 Volume I, which will be the technical, and 4.4,  
6 Volume II, which is the financial proposal.

7 All pages of the technical proposal are  
8 to be consecutively numbered. If an offeror  
9 proposes to administer the program in more than one  
10 jurisdiction, a separate technical and financial  
11 proposal shall be submitted for each jurisdiction.  
12 The envelope should identify the offeror's name,  
13 jurisdiction for which the proposal is being  
14 submitted, solicitation number and due date and  
15 time for submission. A single proposal addressing  
16 more than one jurisdiction will not be susceptible  
17 for award. Proposals are not to be bound or put in  
18 binders.

19 MR. REDDITT: Okay. Moving on to  
20 Section 4.3, the technical, the technical proposal  
21 volume. And it's basically telling you about the

1 sections of how you should prepare your proposal.  
2 For example, you want to, in the qualifications  
3 section, you know, you want to describe any  
4 education or training that the offeror possesses.  
5 Understanding the problem, Section B. Section C,  
6 you want to place special emphasis on a proposed  
7 service or work program because this is going to be  
8 the nuts and bolts of the technical proposal, and  
9 it's basically how you're going to address  
10 responding to the requirements of the RFP and the  
11 scope of the project, Section 3.2 and Section 3.4,  
12 and as Mr. Markus had just described all of the  
13 sections involving what the scope of the project,  
14 you want to address how your company is going to  
15 propose providing these services with regard to  
16 each one of those sections that he talked about  
17 earlier, and in addition you want to also make sure  
18 that you provide the information that was requested  
19 in Section 3.5 of the RFP and a statement regarding  
20 Section 3.6, which I believe is the contractor's  
21 project manager and the deliverables.

1           Section D is the personnel. We want to  
2   emphasize the fact that this section should include  
3   job descriptions and resumes of all personnel that  
4   will be assigned to work under this contract. And  
5   in addition it should also include a table of  
6   organization which shows the organization of staff  
7   and lines of supervision, and we want you to  
8   include the level of effort, either full time, part  
9   time, seasonal, volunteer, et cetera, and a  
10   schedule of key dates for when each level of effort  
11   is to be put in place. And in addition, please  
12   include a job description for each position that  
13   would be assigned under this contract, so all of  
14   that should be listed under the personnel section.

15           With regard to Section E, the  
16   references, we are asking for reference letters,  
17   and we want these letters to be sealed and we want  
18   them to either be submitted with your technical  
19   proposal in sealed envelopes or they can be sealed  
20   and sent directly to the procurement officer, who  
21   is Ms. Austin, and you want to make sure that the

1 offeror -- that the letters include the preparer's  
2 telephone number and address, the offeror's  
3 qualifications, character, services provided,  
4 performance, et cetera, and the state does reserve  
5 the right to contact any references of its choosing  
6 as part of the evaluation process, including  
7 references not provided by the offeror but are  
8 otherwise known to the department. In other words,  
9 even if you don't supply a letter for that  
10 reference, if we know that there is a reference  
11 that can validate or talk about your performance  
12 under a certain contract, the state reserves the  
13 right to contact that offeror if they have  
14 information regarding your performance under a  
15 certain contract that we know that you have with  
16 that company.

17       In addition, as part of this offer, each  
18 offeror is to provide a list of all contracts --  
19 I'm trying to slow down -- a list of all contracts  
20 with any entity of the state. If you have a  
21 contract with any other state or Maryland agency,

1 you must provide information regarding that  
2 contract, including the name of the contracted  
3 entity, a description of the services or goods  
4 provided, the dollar value of the contract, the  
5 term of the contract, the state employee contact  
6 person and whether the contract was terminated  
7 before the end of the term specified in the  
8 original contract, including whether any available  
9 renewal option was or was not exercised.

10       And we want to let you know also about  
11 Section F, the financial responsibility and  
12 stability. We list four different things here that  
13 we want you to provide to demonstrate your ability  
14 to fully perform the contract requirements and your  
15 fiscal integrity and reliability to ensure good  
16 faith performance. It's not necessary that you  
17 provide something from every category but we want  
18 you to provide something from at least one of those  
19 categories to demonstrate that financially you have  
20 the ability to perform all the services regarding  
21 this contract. In addition, the offeror must

1 describe any docketed or adjudicated civil or  
2 criminal litigation that could have a financial  
3 impact on your company.

4 Under Section G, economic benefit to the  
5 state of Maryland, let me emphasize the information  
6 that is in bold, and that is do not include any  
7 detail of the financial proposal with your  
8 technical information. Do not include actual  
9 dollar amounts and use percentages only. And it  
10 gives you a list of the information that you want  
11 to be able to include in that section. And in  
12 addition, if you have any other additional  
13 information to talk about your company, this is the  
14 place where you can basically sell yourself, so you  
15 want to put in your additional information there.  
16 If you have any company literature such as a  
17 brochure, handouts or any other thing, if you want  
18 to include them with your technical proposal you  
19 can also include that in that space there.

20 Let me focus you on Section J, which is  
21 the forms. These are the forms that must be

1 included with your technical proposal, which  
2 includes a bid/proposal affidavit, the minority  
3 business enterprise form, the certificate regarding  
4 lobbying and a living wage affidavit of agreement.  
5 Let me put special emphasis on three forms. The  
6 Certified MBE Utilization and Fair Solicitation  
7 Affidavit, which is Attachment G; the MBE  
8 Participation Schedule, Attachment H; and the  
9 Living Wage Affidavit of Agreement, Attachment Q.  
10 If your technical proposal does not include all of  
11 those forms, your technical proposal runs the very  
12 high risk of being deemed nonresponsive or your  
13 company can be determined as being not responsible,  
14 and as such your proposal runs the very well  
15 possibility of being rejected and determined to be  
16 not reasonably susceptible of being acceptable for  
17 award. So please ensure that those forms and all  
18 the other forms of Section J are included with your  
19 technical proposal.  
20 Section 4.4, the financial proposal, I'm  
21 going to turn that back over to Ms. Austin.

1 MS. AUSTIN: Okay. Section 4.4, Volume  
2 II, financial. This volume shall contain all price  
3 information for all services and products proposed.  
4 This volume shall contain the following sections:  
5 Attachment A. Attachment A will include the cover  
6 page, one page, the instructions for completing the  
7 proposed budget, which is two pages, the proposed  
8 budget summary, one page, and a proposed budget.  
9 Seven pages per set, that's one set for each  
10 contract year. The cover page, offerors must  
11 complete all identification information required on  
12 the financial proposal cover page. The five-year  
13 grand total price automatically carries over from  
14 the proposed budget summary page to the financial  
15 proposal cover page. The five-year grand total  
16 price will be used to write financial proposals.  
17 Proposed budget summary. All budget  
18 information entered onto the proposed budget pages  
19 is automatically calculated and carried over to the  
20 proposed budget summary page.  
21 Living wage. Contractors shall be



1 compliant with the living wage requirements in  
2 Sections 2.37, which states the tiers, Tier 1 or  
3 Tier 2.

4       Okay. We're on Section V, Evaluation  
5 Procedures. The evaluation committee. All  
6 offerors' proposals received by the closing  
7 deadline will be evaluated by an evaluation  
8 committee established by the requesting state  
9 organization. The committee may request additional  
10 technical assistance from any source. Proposals  
11 will not be opened publicly but will be opened in  
12 the presence of at least two state employees.  
13 Proposals shall be held in a secure place until the  
14 established due date. After the established due  
15 date a register of proposals shall be prepared that  
16 identifies each offeror. The register of proposals  
17 shall be open to public inspection after award of  
18 the contract. Proposals shall be shown only to  
19 members of the evaluation committee or state  
20 employees having a legitimate interest in them.

21       Paragraph 3, Qualifying Proposals.

1 Qualifying proposals are those proposals received  
2 from responsible offerors that are initially  
3 classified by the procurement officer as reasonably  
4 susceptible of being selected for award. Vendors  
5 whose technical proposals are not accepted will be  
6 notified in writing and the financial proposal will  
7 be returned unopened.

8       Okay. 5.4, Technical Evaluation. The  
9 state reserves the right to award a contract based  
10 upon the written proposals received without prior  
11 discussion negotiation. The evaluation committee  
12 will rank the proposals according to the criteria  
13 established in Section 5.5. No price data shall be  
14 provided in the technical proposal. No dollar  
15 figures. During this technical evaluation phase  
16 the procurement officer shall reserve the right to  
17 enter into discussions with vendors. If  
18 discussions are held, all offerors who are  
19 initially classified as reasonably susceptible of  
20 being selected for award or potentially so will be  
21 given an equal opportunity for discussion. Those

1 proposals determined at any time to be not  
2 reasonably susceptible of being selected for award  
3 or offerors determined to be not responsible will  
4 be dropped from further consideration in the  
5 awarding of the contract. Okay. You can read  
6 Section A and B. I'll go on to criteria for  
7 technical evaluation.

8       All proposals that are not judged to be  
9 susceptible for award will be excluded from further  
10 consideration in the awarding of the contract and  
11 the financial proposal shall be returned unopened.  
12 Any oral presentations shall occur as part of the  
13 technical evaluation. The criteria that will be  
14 used by the committee for the technical evaluation  
15 of the proposals for this specific procurement are  
16 listed below in descending order of importance.  
17 Each committee member will rank the proposals  
18 according to the following major criteria: A,  
19 qualifications. You can see the sections. B,  
20 understanding the problem. C, proposed service.  
21 D, assigned personnel. E, references. F,

1 financial responsibility, and G, economic benefit  
2 to the state.

3       The separate price volume of each  
4 qualifying proposal will be distributed to the  
5 committee following the completion of the  
6 technical. The committee will establish the grand  
7 total price of each proposal in order to establish  
8 a financial ranking of the proposals from lowest to  
9 highest grand total price and submit it on  
10 Attachment A, the financial proposal form.

11       5.6, Best and Final Offers. When it is  
12 deemed in the best interest of the state, the  
13 procurement officer may permit qualified offerors  
14 to revise their initial financial proposal by  
15 submitting a best and final offer. The procurement  
16 officer shall notify each qualified officer of the  
17 scope of the requested best and final offer and  
18 shall establish a date and time for their  
19 submission. The procurement officer may require  
20 more than one series of best and final offers and  
21 discussions if the agency head or designee makes a

1 determination that it is in the state's best  
2 interest to do so. If more than one best and final  
3 offer is requested, an offeror's immediate previous  
4 offer shall be construed as its best and final  
5 offer unless the offeror submits a timely notice of  
6 withdrawal or another best and final offer. The  
7 procurement officer may consult with and seek the  
8 recommendation of the evaluation committee during  
9 the best and final offer process.

10 MR. REDDITT: Section 5.7, debriefing of  
11 unsuccessful offerors. Basically that means that  
12 if your proposal has been evaluated technically and  
13 financially and an award determination has been  
14 made and your company has not been awarded, the  
15 state will offer you the opportunity to have a  
16 debriefing of your unsuccessful proposal, and what  
17 the debriefing will only go over are the areas in  
18 your proposal where the state felt it was in their  
19 best interest not to award you that contract. No  
20 discussion with another offeror's proposal will be  
21 made at that time, the discussion will only be

1 limited to your own proposal. So if that is the  
2 case, you will be notified in your letter and you  
3 will be given a set time to respond back to the  
4 debriefing and if you don't respond within that  
5 time frame it will be assumed by the state that no  
6 debriefing will be required or requested.

7       Section 5.8, once all of the technical  
8 and financial evaluations have been made, the  
9 evaluation committee will give their recommendation  
10 to the procurement officer and the procurement  
11 officer will make her recommendation to the  
12 Secretary for award, and once that recommendation  
13 has been approved by the Office of the Secretary an  
14 award will be made at that time. Just to let you  
15 know that in making the most advantageous offer  
16 determination, technical factors will be given  
17 greater weight than price factors. In other words,  
18 in the final evaluation your technical proposal  
19 will carry more weight than your financial proposal  
20 in the final evaluation. And just so that you  
21 know, if the contract award is exceeding \$200,000,

1 it must be approved by the Board of Public Works  
2 before the contract can be exercised. And with  
3 that we're going to open the floor for any  
4 questions upon anything in the RFP.

5 MS. AUSTIN: No questions? Oh, we were  
6 that good.

7 MR. REDDITT: Ralph, do you want to  
8 discuss the demonstration?

9 MR. MARKUS: Yeah. What I wanted to  
10 find out is how many people wanted to see a  
11 demonstration of our application software?

12 (Show of hands.)

13 MR. MARKUS: Because that may determine  
14 where we try to have it. Because I'm not sure that  
15 I can get a connection down here and our office is  
16 a little small, but we want to accommodate  
17 everyone. Let me get a count, so raise your hands  
18 again. That's eight people.

19 MS. AUSTIN: How long is it?

20 MR. MARKUS: It will probably last maybe  
21 about an hour, depending on the number of questions

1 and so on. Let's take a break. I will -- I'll try  
2 and hook it up down here. It's about 20 of 12 now,  
3 and I probably need at least about 20 minutes.

4 MS. AUSTIN: Okay.

5 MR. MARKUS: And if you want to see it,  
6 stay down here or come back to here and it, if I  
7 can't get it set up here we'll have to go upstairs  
8 to our office, which is on the second floor, and  
9 I'll come and get everybody, and also if you need  
10 any restroom facilities, they're out these doors to  
11 the left and down the hall under the sign.

12 MS. AUSTIN: Excuse me. In the basement  
13 we have water and sodas and snacks. Just take the  
14 elevator down to the basement.

15 MR. REDDITT: Do you have a question?

16 AUDIENCE MEMBER: Is there another  
17 session after the demonstration?

18 MR. MARKUS: No. That's it.

19 MS. AUSTIN: No, there isn't.

20 MR. MARKUS: So if you don't need the  
21 demonstration you can go back to your agencies, and



1 for those of you who have the contract now, keep  
2 taking applications.

3 MR. REDDITT: What we're going to do,  
4 once we answer any questions here we're going to  
5 close out the preproposal conference but then for  
6 those of you who want to stay for the  
7 demonstration, you can do so at that time. Are  
8 there any other questions? Yes, ma'am.

9 MS. MALONE: Susan Malone, Allegany  
10 HRDC. Going back to requirements, 3.4 B  
11 references, B-1 references the objectives listed in  
12 3.3 and they seem to differ from what's in that  
13 Section 3.3. There's two missing, eligibility  
14 determination and USPP participation are not listed  
15 in 3.3. Page 30.

16 MS. AUSTIN: Okay. You're speaking of  
17 the time frames in 3.2?

18 MS. MALONE: No. On page 30, C, payment  
19 processing. On page 34 C is listed as eligibility  
20 determination and then if you, if you look, D is  
21 not -- USPP participation is MEAP Energy Crisis

1 Services. There are two things missing it looks  
2 like to me.

3 MS. AUSTIN: Okay. Ms. Malone, so your  
4 question is -- you're saying that the sections do  
5 not, are not matching.

6 MS. MALONE: (Nodding head indicating  
7 yes.) Correct.

8 MS. AUSTIN: Okay. Okay. And your  
9 question is how are you going to meet the  
10 objectives?

11 MS. MALONE: There's no description of  
12 them, so.

13 MS. AUSTIN: Okay. You need  
14 descriptions. Okay. I gotcha.

15 MR. MARKUS: We'll look at that.

16 MS. AUSTIN: I gotcha. Okay. That  
17 answer will be addressed, that will be a question  
18 that will be addressed on the website. Any more  
19 questions? Yes.

20 MS. ELLIS: Shelley Ellis, Harford  
21 Community Action. When I, on eMarylandMarketplace

1 when I tried to print the financial proposal,  
2 Attachment A, all I got was the cover page and I  
3 didn't get any financial or budget pages. Did I do  
4 something wrong or --

5 MS. AUSTIN: They are separate tabs.  
6 That's an Excel worksheet and it should have come  
7 up. Did anyone else have a problem printing it  
8 out?

9 MS. MALONE: If you download it you can  
10 print it out.

11 MS. AUSTIN: Separate tabs. Okay.

12 MR. REDDITT: Yeah, there are several  
13 tabs that are part of that worksheet so, you know,  
14 you have to click on each tab I guess to --

15 MS. ELLIS: I probably didn't hit the  
16 tabs.

17 MR. MARKUS: We try to consolidate it so  
18 it will be one time instead of numerous ones.

19 MS. AUSTIN: Any other questions? Yes.

20 MS. MALONE: Susan Malone, HRDC, and  
21 this is pertaining to the financial proposal. I'm

1 just questioning why we're doing budgets for  
2 periods not within the scope of the program year,  
3 July 1 through June 30th. I know why the first  
4 year it went that way, because we currently have a  
5 contract through August 31st, but since our program  
6 year is July 1 through June 30 why are we doing  
7 budgets for not that program year?

8 MR. MARKUS: I'm not sure that I quite  
9 understand what you're asking.

10 MS. MALONE: You're asking for budgets  
11 for September 1 through August 31st, five of those,  
12 but our program year is July 1 through June 30th.  
13 Why are we getting back on track with the budget --

14 MR. MARKUS: Well, I guess the answer is  
15 because we're going to continue on the same  
16 contract year, and, well, there's kind of a  
17 background to that in terms of when we can submit  
18 stuff to the Board of Public Works, for example.

19 MS. MALONE: Okay. Just makes it  
20 difficult.

21 MR. MARKUS: I know.

1 MS. MALONE: On our end.

2 MS. AUSTIN: Any other questions? Yes.

3 MR. ROADCAP: Bob Roadcap with SMART.

4 Will the transcript and/or the question responses  
5 be available on the website?

6 MS. AUSTIN: Yes, they will.

7 MR. ROADCAP: How soon after this will  
8 they be available?

9 MS. AUSTIN: Well, number one, we have  
10 to receive the minutes and it will take a couple of  
11 days.

12 MR. ROADCAP: Probably by the end of  
13 next week?

14 MS. AUSTIN: I would say a week barring  
15 any other kinds of obstacles that might come up,  
16 I'd say at least a week.

17 MR. REDDITT: And just so you know, all  
18 of the questions and responses will have to be  
19 reviewed by the Office of the Attorney General  
20 before we can post them for public viewing on  
21 eMarylandMarketplace or our own website and that's

1 to make sure that the answers are approved for  
2 legal sufficiency before we make them public, so  
3 that might hold up the process, but hopefully it  
4 won't. We want to do all that we can to not have  
5 to extend the proposal due date, if anyone was  
6 about to ask that question. We don't intend to do  
7 so at that time but if we have to you will be so  
8 notified.

9 MS. AUSTIN: Okay. Any other questions?  
10 I just want to go back over a couple of things like  
11 the closing date. The closing date for this  
12 proposal will be Friday, April the 3rd, 2009 at  
13 3:30 p.m. Anything received after that time will  
14 not be received.

15 MR. REDDITT: Don't show up at 3:31.

16 MS. AUSTIN: That's it. I believe  
17 that's all. Thank you for coming today. Thank you  
18 for wanting to do business with the state and we  
19 appreciate it. Everybody have a good day, except  
20 those people who are staying.

21 (Conference adjourned at 11:53 a.m.)

1 STATE OF MARYLAND  
2 COUNTY OF CARROLL

3

4 I, Sharon A. Beaty, a Notary Public in

5 and for the State of Maryland, County of Carroll,

6 do hereby certify that the foregoing is a true and

7 accurate transcript of the proceedings indicated.

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Sharon A. Beaty, Notary Public

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